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5-1-1983

## Retail meat industry and United Food and Commercial Workers, AFL-CIO, Local 81 (1983)

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## Retail meat industry and United Food and Commercial Workers, AFL-CIO, Local 81 (1983)

### Location

Seattle, WA

### Effective Date

5-1-1983

### Expiration Date

5-4-1986

### Number of Workers

1400

### Employer

No employer specified

### Union

United Food and Commercial Workers

### Union Local

81

### NAICS

44

### Sector

P

### Item ID

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# AGREEMENT

By and Between

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and

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION LOCAL NO. 81**

**AFL-CIO**

Meat Dealers

Signed:  
Effective: May 1, 1983  
To: May 4, 1986

X 5/86

Dear Member,

This is a copy of your current collective bargaining agreement. We urge you to carefully read this document which sets forth the terms and conditions for your employment. This working agreement is the result of a united effort by the members of Local 81.

We are pledged to the continuing practice of strict enforcement of this contract. We urge you to contact your Local Business Representative if you have any questions or problems with either the interpretation or enforcement of any provisions of this agreement. Know and enforce your contract and legal rights. You have something to say about your job through your union.

Remember, you also have the right to have your Union Representative present at any corrective, disciplinary or security interview which may threaten your continued employment.

Respectfully,

Sid Casey

President

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## A G R E E M E N T

By and Between

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and  
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 81  
AFL-CIO

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This Agreement is made by and between \_\_\_\_\_ for and on behalf of its members operating meat markets in \_\_\_\_\_ Counties, and United Food and Commercial Workers Union Local #81. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

### ARTICLE 1 - CONDITIONS OF EMPLOYMENT

1.01 \_\_\_\_\_ hereby recognizes, during the term of this Agreement, United Food and Commercial Workers Union Local #81, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

1.02 The United Food and Commercial Workers Union Local #81, for and on behalf of its members, hereby recognizes during the term of this Agreement \_\_\_\_\_ as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

1.03 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement, including but not limited to any family member or owner, (except as provided for in section 15.02) performing work coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing. The Union agrees to hold the Employer harmless for discharges made pursuant to this section. The Employer shall inform employees of the foregoing requirement at the time they are employed.

### ARTICLE 2 - WORKING HOURS

2.01 The basic straight-time workweek shall be Monday through Saturday. Work may be scheduled on daily shifts from 6:00 A.M. to 12 noon on half-hour

increments. Whenever fresh meat is offered for sale, at least one (1) Journeyman meat cutter must be employed Monday through Saturday in each market for at least eight (8) hours, exclusive of lunchtime each day, between the hours of 6:00 A.M. and 6:00 P.M. No split shifts shall be allowed.

2.02 Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

2.03 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a work schedule for all regular full-time and regular part-time employees before the close of business Friday of the preceding workweek, except that employees scheduled to work on Sundays shall be notified on the preceding Thursday, and except in cases of emergency, no changes shall be made in said schedule without a full twenty-four (24) hours notice to the employees involved in such changes in schedule. All emergency change of shift hours will be reported to the Union. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours work per day and forty (40) hours work per week, Monday through Saturday, and regular part-time employees shall be guaranteed a minimum of four (4) hours work and if they work over four (4) hours, they shall be guaranteed eight (8) hours work. Extra employees shall receive not less than four (4) hours continuous work or equivalent compensation in any one (1) day ordered to report for work. These guarantees shall not apply in cases of acts of God or other emergencies beyond the Employer's control.

2.04 All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, and between the hours of 9:00 A.M. to 6:00 P.M. shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) the regular contract scale. A premium rate of fifty cents (50¢) per hour shall be paid in addition to the straight-time rate for all work performed between the hours of 6:00 P.M. and 9:00 P.M. When an employee works six (6) days in a workweek, Monday through Saturday, time and one-half shall be paid for work on the day the least number of hours are worked. Employees required to work on Sundays or holidays shall be paid at the applicable rate for Sunday and/or holiday work. Minimum call-in on holidays shall be eight (8) hours. Minimum call-ins on Sundays shall be four (4) hours. For those employees scheduled to work only four (4) hours on Sundays, such four (4) hours shall be on a voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, then it shall assign such work on an inverse rotating seniority basis by store. Furthermore, those employees working only four hours on Sunday shall be scheduled to start at 6:00 A.M., 7:00 A.M., 8:00 A.M., or 9:00 A.M. Sunday shifts of more than four (4) hours shall be scheduled the same as in section 2.01.

2.04.1 No work shall be scheduled after 7:00 P.M. on New Year's Eve, Thanksgiving Eve, or Christmas Eve.

2.05 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member

of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale, such may be placed in the meat counter by the person in charge of the store and such action shall not be considered a violation of this clause.

#### ARTICLE 3 - REST PERIODS

3.01 All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four (4) hours in a daily straight-time or night shift. Any employee who works eight (8) hours in any daily straight-time or night shift shall receive two fifteen (15) minute rest periods, one (1) prior to the lunch period and one (1) after the lunch period.

3.02 The Employer may arrange such rest periods by individual relief or general periods and they shall be as nearly as practicable in the middle of each work period.

3.03 If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. For each full two (2) hours of overtime work, an employee shall be entitled to an additional ten (10) minute rest period.

3.04 Any rest period interval shall cover time from stopping work and returning thereto.

#### ARTICLE 4 - VACATIONS

4.01 Employees on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay based upon the number of hours worked in the preceding twelve (12) months at the hourly rate in effect at the time the vacation is paid as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	20
1200 to 1600	24
1600 to 2000	32
2000 or more	40

4.02 Employees on the second and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:



Hours Worked

Hours of Paid Vacation

1000 to 1200  
1200 to 1600  
1600 to 2000  
2000 to 2288  
2288 to 2496  
2496 or more

40  
48  
64  
80  
88  
96

4.03 Employees on the fifth (5th) and each subsequent anniversary date of their employment to the twelfth (12th) anniversary date of their employment (after the fifth (5th) and each subsequent year to the twelfth (12th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

Hours Worked

Hours of Paid Vacation

1000 to 1200  
1200 to 1600  
1600 to 2000  
2000 to 2288  
2288 to 2496  
2496 or more

60  
72  
96  
120  
132  
144

4.04 Employees on the twelfth (12th) and each subsequent anniversary date of their employment (after the twelfth (12th) and each subsequent year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

Hours Worked

Hours of Paid Vacation

1000 to 1200  
1200 to 1600  
1600 to 2000  
2000 to 2288  
2288 to 2496  
2496 or more

80  
96  
128  
160  
176  
192

4.05 Regular employees who average twenty hours or more per week, who terminate or are terminated (termination for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment, shall be entitled to vacation pay at their hourly rate based upon the number of hours worked since the last anniversary date of their employment at the following rates for each full one hundred (100) hours worked: After the first (1st) to the fifth (5th) anniversary date, four

(4) hours vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours vacation pay; after the twelfth (12th) anniversary date, eight (8) hours vacation pay.

4.06 Vacation may not be waived by employees nor may extra pay be received for work during that period, provided however, that by prior mutual agreement between the Employer, employee, and the Union, this provision may be waived.

4.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 5, section 5.02, of this Agreement, in addition to vacation pay.

4.08 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 4, section 4.01, 4.02, 4.03, and 4.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or accident, or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

4.09 Earned vacations must be taken within twelve (12) months following the employee's anniversary date.

4.10 Vacation schedules, after being completed by the Employer, shall be posted in each market for that particular market.

4.11 Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility as per Article 7 and Article 18. As such, vacation hours, and the corresponding contributions due, shall be reported and paid to those Trusts during the month in which the employee takes vacation time off from work.

#### ARTICLE 5 - HOLIDAYS

5.01 The following shall be recognized as holidays with pay for regular full-time employees who have acquired seniority: New Year's Day, Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day and Christmas Day. Should New Year's Day, Independence Day or Christmas Day fall on Sunday, the following Monday shall be observed. Employees with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees shall give the Employer thirty (30) days notice prior to the days requested as personal holidays. By mutual agreement between the Employer and employee, the

employee may receive payment at the straight-time rate in lieu of such personal holidays in accordance with section 5.02 of Article 5.

5.02 A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time employee who averages twelve (12) hours or more per week shall be paid for the holiday on the basis of one fifth (1/5) of the employee's average hours worked per week in the four (4) weeks immediately preceding the holiday week, to a maximum of eight (8) hours, provided the employee works sometime during the holiday week and reports for work his last scheduled working day preceding and his next scheduled working day immediately following the holiday.

5.03 An employee shall not be deprived of holiday pay if he is absent from work his last scheduled working day preceding and/or his next scheduled working day immediately following the holiday if he is unable to work such scheduled working day for one or more of the reasons specified below, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs:

5.03.1 The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury, provided that the employee has worked within the seven (7) calendar days preceding the holiday and within the seven (7) calendar days following the holiday.

5.03.2 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

5.03.3 Temporary layoff.

5.03.4 Jury duty as defined in Article 9.

5.03.5 Funeral leave as defined in Article 19.

5.03.6 Other absence from work approved by the Employer at his sole discretion.

5.04 All work performed on Sundays shall be paid at the rate of one and three-quarter (1-3/4) times the straight-time hourly rate and any work performed on holidays shall be paid for at the rate of one and three-quarters (1-3/4) times the straight-time hourly rate in addition to holiday pay.

5.05 In a holiday week, thirty-two (32) straight-time hours worked shall constitute a week's work. However, if an employee is not eligible for holiday pay under sections 5.01 through 5.04, the workweek shall remain forty (40) straight-time hours worked.

5.06 No work shall be required on Christmas Day. Work on Thanksgiving Day shall be on a voluntary basis, however, if there are insufficient volunteers, employees shall be scheduled on an inverse seniority basis by store.

#### ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY

<u>Classification</u>	<u>5/1/83</u>	<u>4/29/84</u>	<u>5/5/85</u>	<u>12/1/85</u>
Market Manager	\$12.83	\$13.33	\$13.58	\$13.83
Journeyman	12.33	12.83	13.08	13.33

6.02 Journeyman Meat Cutters performing Market Manager's responsibilities for a period of four (4) hours or more shall receive a Market Manager's rate of pay for all hours involved.

6.03 Apprentice meat cutter wages shall start at 70% of Journeyman rate for the first (1st) six (6) months; 85% for the second (2nd) six (6) months; 90% for the third (3rd) six (6) months; 95% for the fourth (4th) six (6) months; and upon qualifying (in accordance with the Washington State Apprenticeship Standards) thereafter shall receive Journeyman scale. Notwithstanding the above, for employees hired on or after date of ratification, the above percentages shall be: 65%, 75%, 85%, and 90% respectively.

6.04 Wrappers - Hired prior to date of ratification (December 4, 1983).

	<u>5/1/83</u>	<u>4/29/84</u>	<u>5/5/85</u>
0 - 520 hours	\$6.845	\$6.845	\$6.845
521 - 1040 hours	7.8925	7.8925	7.8925
1041 - 1560 hours	8.5125	8.5125	8.5125
1561 - 2080 hours	9.0375	9.0375	9.0375
Over 2080 hours	10.38	10.78	11.23

Wrappers - Hired on or after date of ratification (December 4, 1983).

	<u>5/1/83</u>	<u>4/29/84</u>	<u>5/5/85</u>
0 - 1040 hours	\$5.75	\$5.75	\$5.75
1041 - 1560 hours	6.845	6.845	6.845
1561 - 2080 hours	7.8925	7.8925	7.8925
2081 - 2600 hours	8.5125	8.5125	8.5125
2601 - 3120 hours	9.0375	9.0375	9.0375
Over 3120 hours	10.38	10.78	11.23

6.05 Wrapper employees as covered by this Agreement shall not be permitted to cut or grind fresh meat.

6.06 Wrappers desirous of promotion to Apprentice Meat Cutter status shall make their desires known to the Company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

6.07 A wrapper commencing the Apprenticeship Program shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any wrapper as a result of entering the Apprenticeship Program, i.e., the Wrapper rate of pay shall apply until such time as the Apprentice rate exceeds the wrapper rate, at which time the Apprentice rate shall apply.

6.08 The wages for superannuated members shall be determined by the representatives of the Union and the Employer. All steady employees shall be paid on the pay period established by the Employer at least every two (2) weeks. Extra employees who so request from the store manager will have their checks mailed to their last known address.

6.09 For the purpose of computing months of experience under section 6.01 of this Article 6, the equivalent of one hundred and seventy-three (173) hours worked in the Retail Meat Industry shall be counted as one (1) month's experience, provided that no employee shall be credited with more than one hundred and seventy-three (173) hours of experience in any one (1) calendar month.

6.10 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 14 of this Agreement. If, through the procedure as set forth in Article 14, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this section 6.11, the other party will move in such a manner as to proceed immediately to arbitration.

#### ARTICLE 7 - RETIREMENT PROGRAM

7.01 During the term of this Agreement and until May 4, 1986, the Employer shall pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit the amounts as specified in this section.

7.02 Effective May 1, 1983, on May, 1983 hours, the Employer shall continue to pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit, ninety cents (90¢) per straight-time hour worked and including hours of paid vacation and paid holidays.

7.03 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

7.04 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, section 4.11.

#### ARTICLE 8 - SICK LEAVE

8.01 Employees, during each twelve (12) months following their last date of employment, (after the first (1st) and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury.

8.02 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked (including paid vacations and paid holiday hours) by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1663 to 2064	32
2064 or more	40

8.03 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury, or first (1st) day of hospital confinement, shall continue for each working day of illness or injury thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided 1) the daily total of sick leave pay under this section and disability payments provided by the Health and Welfare plan shall not exceed



the contract rate for one (1) eight (8) hour day; and 2) not more than five (5) days sick leave pay shall be required in any one (1) workweek. Sick leave pay shall be paid on a six (6) day week but not to exceed forty (40) hours pay in any one (1) week.

8.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and twenty (120) hours. Sick leave pay must be earned by employment with one (1) Employer.

8.05 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

8.06 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the Company amounts paid to such employee for the period of such absence, or may be discharged by the Company for such falsification or misrepresentation.

8.07 Sick leave may be used to supplement Workmen's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and Workmen's Compensation benefits paid to an employee in any calendar week will not exceed the average earnings of that employee for the six (6) workweeks prior to his/her absence.

8.08 Employees injured on the job shall be paid for remainder of their shift, if unable to return to work as medically verified.

#### ARTICLE 9 - JURY DUTY

9.01 After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half ( $\frac{1}{2}$ ) of his normal workday. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. This clause shall not apply to an employee who volunteers for jury duty.

9.01.1 Witness Duty - Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this section.

9.01.2 If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

#### ARTICLE 10 - APPRENTICES

10.01 Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where ten (10) Journeymen are employed. Three (3) shall be the maximum apprentices to any shop regardless of the number of Journeymen.

10.01.1 Notwithstanding the above, during the last six (6) months of apprenticeship, the apprentice may work alone up to three (3) hours per day.

10.02 Shops whose owners work with the tools of the trade and work the major part of the day and employing one (1) Journeyman shall be entitled to one (1) apprentice.

#### ARTICLE 11 - SENIORITY, LAYOFFS AND DISCHARGES

11.01 Seniority shall prevail in layoffs for all employees after working 435 compensated hours within a 150 consecutive calendar day period. Once an employee has worked 435 compensated hours in 150 calendar days, his or her seniority will date back to the date the 150 calendar days began. The seniority status of employees hired on the same day shall be determined by the Employer, with notification to the Union.

11.02 In the event of a layoff, the last employee hired shall be the first (1st) laid off, and the last employee laid off shall be the first (1st) rehired; [provided that qualifications are substantially equal] that the employee is available, and reports for work within twenty-four (24) hours following receipt of notification to report for work.

11.03 Seniority shall be broken and the employee's service shall be terminated for the following reasons:

11.03.1 Voluntary quit;



11.03.2 Discharge in accordance with sections 11.07 and 11.07.1;

11.03.3 Absence caused by a layoff in excess of six (6) months;

11.03.4 Absence caused by an illness or non-occupational injury of more than nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union;

11.03.5 Absence caused by an occupational injury of more than eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union;

11.03.6 Failure to return from a leave of absence in accordance with Article 12.

11.04 There shall be established three (3) separate seniority groups: 1) Journeyman, 2) Apprentices, 3) Wrappers; provided when a wrapper is promoted to apprentice meat cutter and/or an apprentice meat cutter is promoted to a Journeyman meat cutter, the length of service as a wrapper and/or apprentice shall be counted in their seniority.

11.05 Journeymen promoted to Head Meat Cutter shall not lose their seniority status. Seniority shall not apply in the selection of Head Meat Cutter.

11.06 For the purpose of the above paragraphs of this section, seniority shall prevail on a Company-wide or a Company-district basis within the jurisdiction of this Agreement; provided, where an employee is transferred to a different area with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Local Union #81, #44, and #553, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.

11.06.1 If the transferred employee is laid off in the new area (prior to the six (6) month period) he or she shall have the option of either remaining on layoff in the new area or returning to the original area in accordance with his or her seniority. The option to return to the original area must be exercised, in writing to the Employer, within two (2) weeks of layoff in the new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.

11.06.2 If the transferred employee has acquired seniority in the new area, is laid off (prior to the six (6) month period) and returns to the original area, his or her seniority in the new area shall not apply until recalled.

11.06.3 If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided:

- (a) If the employee chooses not to accept recall to the new area, all seniority rights in that area are forfeited.
- (b) If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.

11.06.4 Once the six (6) month period is completed in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.

11.07 The Employer reserves the right to discharge any person in his employ if the employee's work is not satisfactory.

11.07.1 After an employee has acquired seniority, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness, dishonesty or other just cause. A warning notice shall not remain in effect for a period of more than six (6) months.

11.07.2 The first sixty (60) days shall be considered a probationary period in which an employee may be terminated and such termination shall not be subject to the grievance procedure.

#### ARTICLE 12 - LEAVE OF ABSENCE

12.01 Regular employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

12.01.1 Illness or non-occupational injury which requires absence from work;

12.01.2 Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.

12.01.3 When one of the reasons above are given for a requested leave of absence, the employee will, upon request from the Employer, provide the Employer with a doctor's verification.

12.02 Leaves for personal reasons may be granted by agreement between the Union, the Employer, and the employee, regardless of length of service.

12.03 Any request for a leave of absence under the terms of sections 12.01 and 12.02 shall be in writing and state the following information:

12.03.1 Reason for such request;

12.03.2 Date leave is to begin; and,

12.03.3 Date of return to work.

12.04 Any leave of absence, with the exception of section 12.01.2, may run to a maximum of nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.

12.05 Leaves due to occupational injuries shall be granted for a period up to eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union.

12.06 The employee must be able to resume his regular duties upon return to work from an approved leave of absence.

12.06.1 A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Employer.

12.07 Any employee who fails to return to work at the end of a leave of absence shall be terminated.

12.08 The Employer shall give to the employee, with a copy to the Union, a letter stating all of the conditions agreed upon for such leave of absence.

#### ARTICLE 13 - GENERAL CONDITIONS

13.01 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions provided for in this Agreement shall not suffer by reason of signing or adoption; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without the consent of the Union.

13.02 The Employer shall bear the expense of furnishing and laundering aprons, shop coats, and smocks, for all employees under this Agreement. If an Employer requires employees to wear uniforms or other type of apparel, the Employer shall bear the expense of furnishing a minimum of three (3) per employee. Where the apparel is of a drip dry fabric, the employee shall launder his or her own. Worn or damaged uniforms shall be replaced in a timely manner.

13.02.1 The Employer shall bear the expense of sharpening tools for all employees coming under this Agreement.

13.03 Employees relieving others for lunch and using their own cars shall be paid at the current local federal car allowance rate.

13.04 The Employer may require employees to attend store meetings, provided that the employee shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) their straight-time hourly rate for the time spent at such meetings. Such meetings shall not be considered time worked and shall not be subject to any other provisions of this Agreement. Such meetings shall not be scheduled on Sundays or holidays and employees shall not be required to attend such meetings on their scheduled days off. Required store meetings shall not exceed one (1) per quarter.

#### ARTICLE 14 - GRIEVANCES

14.01 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representatives of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within fifteen (15) calendar days, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within fifteen (15) days, the four (4) shall select a fifth (5th) member, or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the Labor Relations Committee shall select a fifth (5th) member who shall be chairman, and the decisions of this Committee shall be binding on both parties. The Labor Relations Committee as thus constituted shall have no power to add to, subtract from or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

14.02 During the process of making adjustments under the rule and procedure set forth in section 14.01 above, no strike or lockout shall occur.

14.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the complaint or grievance, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

14.04 No wages shall be computed in any manner at a lower rate than herein specified and any release or waiver by employees shall be declared null and

void as contravening the spirit and conditions of this Agreement. There shall be no individual agreements between Employer and employees covered by this Agreement.

14.05 The Union reserves the right to discipline its members for violation of this Agreement.

14.06 No employee shall be dismissed for upholding Union principles.

#### ARTICLE 15 - GENERAL POLICY

15.01 The Employers agree to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement.

15.02 In cases of two (2) or more partners in a market, only one (1) shall be recognized as owner. Members of the Union are free to accept employment anywhere without discrimination by any Employer.

15.03 The jurisdiction of Local #81 covers the cutting, handling, pricing and sale of all meats, fish, poultry and rabbits in the area covered by this Agreement in either service or self-service markets. Deli items and poultry shall be priced as needed by a member of the bargaining unit.

15.03.1 Notwithstanding the above, fine grind beef may be brought into the market without restrictions (except pre-pricing).

15.04 It is further agreed that in the event the Union presents a grievance under this section 15.03 that involves the application or interpretation of section 15.03, the Employer shall cease the importation of such product until the matter has been resolved in accordance with the procedure outlined under Article 14, Grievance Procedure.

#### ARTICLE 16 - SEPARABILITY

16.01 If any section or paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The section or paragraph held invalid shall, upon a sixty (60) day written notice by either party be renegotiated for the purpose of an adequate replacement.

#### ARTICLE 17 - NON-DISCRIMINATION

17.01 The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and do hereby agree not to discriminate on the basis of age, race, color, religion, sex or national origin.

17.02 Where the masculine or feminine gender has been used in any provision of this Agreement it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provisions.

#### ARTICLE 18 - HEALTH AND WELFARE

18.01 The Hospital, Medical, Surgical, Group Life, Accidental Death and Dismemberment, Weekly Indemnity, Dental and Drug Benefits Plan established by the parties to this Agreement is set forth in a separate Agreement between Allied Employers, Inc. and United Food and Commercial Workers Union Locals #44, 81, 186, 553, 554, and 1439, effective May 1, 1983, and the provisions of that separate Agreement constitute conditions of employment.

18.02 The Employers party to this Agreement shall continue to pay into the Washington Meat Industry Trust the amount of one hundred twenty-three dollars and forty cents (\$123.40) for each employee who worked eighty (80) hours or more during the preceding month. These monies shall be used to purchase the Benefits Plan referred to in section 18.01 of this Article 18, for each covered employee and eligible dependents. Payments shall be made to the Trust by the twentieth (20th) day of each month.

18.03 Notwithstanding the provisions of section 18.02 of this Article 18, the parties agree that an optional method of reporting monthly contributions may be established by the Board of Trustees of the Washington Meat Industry Trust on an accounting period basis.

18.04 In the event of the passage of federal legislation, during the term of this Agreement, implementing a national health program, the Employer shall assume the entire cost thereof. If such national health program does not provide the same level of benefits then existing under the Washington Meat Industry Trust, the Employer shall continue to pay hourly contributions to the Washington Meat Industry Trust as will be sufficient to fund the difference in benefits.

18.05 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, section 4.11.

18.06 Effective December 1, 1983, based upon November, 1983 hours, each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Welfare Trust, dated May 3, 1976, and as may be subsequently amended. Further, each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

18.07 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Retail Clerks Welfare Trust for the



purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977, and as subsequently amended.

18.08 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Retail Clerks Welfare Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated May 3, 1976, and as may be subsequently amended.

18.09 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

18.09.1 Notwithstanding the foregoing section, the Board of Trustees of the Retail Clerks Welfare Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

#### ARTICLE 19 - FUNERAL LEAVE

19.01 When seniority is acquired, employees shall be allowed up to three (3) days off with pay for loss of their normal scheduled days of work due to the death of an immediate member of their family, provided the employee attends the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law, grandparents and step-children. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled day off, holidays, vacation or any other day in which the employee would not in any event have worked. Funeral leave shall be paid for at the employee's regular straight-time hourly rate.

#### ARTICLE 20 - NO STRIKES OR LOCKOUTS

20.01 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement nor shall it be cause

for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

ARTICLE 21 - TERMINATION OF AGREEMENT

21.01 This Agreement shall be in full effect and binding upon both parties from May 1, 1983 to May 4, 1986. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days written notice prior to the expiration date. If the negotiating period extends beyond the sixty (60) days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement.

21.02 If any owner or Employer hereunder sells, leases, or transfers his business or any part thereof, whether voluntary, involuntary or by operation of law, it shall be his obligation to advise the successor, lessee, or transferee of the existence of this Agreement and shall be obligated to retain the employees with their seniority intact and shall assume all other obligations of this Agreement including, but not limited to, all of the obligations owing for the fringe benefits, Health and Welfare, Prescription Drug, Dental and Pension Trusts.

IN WITNESS WHEREOF, we attach our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL #81, AFL-CIO

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_



## **Remember**

**Remember to take out a withdrawal card when leaving the industry, avoid the cost of a reinstatement fee.**

**Remember when going to work in another area, contact that local union and request a transfer. Demand Union Label products. Purchase Union made goods.**

**Be an active member and citizen, attend meetings and be a registered and voting citizen.**

**Be proud of your Union. It has been built with hard work, sacrifice and patience of members just like yourself, since it was chartered in April 1900. Now it is up to us to do our part.**

6178-0086177f011-03



6839

August 6, 1984.

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

SEP 13 1984 - R

Secretary-Treasurer  
Amalgamated Meat Cutters and Butcher  
Workmen of North America  
2800 First Avenue  
Seattle, Washington 98121

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): covering the Retail Working Agreement in and around Seattle with your union's local 81. The agreement we have on file expired May 1980.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 1400
2. Number and location of establishments covered by agreement Approximately 400
3. Product, service, or type of business Meat Dealers
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

<u>Sid Casey - President</u>	<u>206-682-2098</u>
Your Name and Position	Area Code/Telephone Number
<u>2800 1st Avenue, Rm 216</u>	<u>Seattle, WA 98121</u>
Address	City/State/ZIP Code